

U.S. Department of Justice

Washington, DC 20530

Amendment to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. File this amendment form for any changes to a registration. Compliance is accomplished by filing an electronic amendment to registration statement and uploading any supporting documents at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant	2. Registration No.
KP Public Affairs, LLC	6248

3. This amendment is filed to accomplish the following indicated purpose or purposes:

☒ To give a 10-day notice of change in information as required by Section 2(b) of the Act.

☐ To correct a deficiency in

☐ Initial Statement

☐ Supplemental Statement for the period ending _____

☐ Other purpose (*specify*) _____

☐ To give notice of change in an exhibit previously filed.

4. If this amendment requires the filing of a document or documents, please list:

New contract for services to take effect February 15, 2016 and extend through March 31, 2016.

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. (*If space is insufficient, a full insert page must be used.*)

KP Public Affairs has engaged in a new contract for education and outreach services related to foreign trade on behalf of the Embassy of Japan.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swear(s) or affirm(s) under penalty of perjury that he/she has (they have) read the information set forth in this registration statement and the attached exhibits and that he/she is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her (their) knowledge and belief, except that the undersigned make(s) no representation as to the truth or accuracy of the information contained in the attached Short Form Registration Statement(s), if any, insofar as such information is not within his/her (their) personal knowledge.

(Date of signature)

(Print or type name under each signature or provide electronic signature¹)

February 18, 2016

/s/ Michael Burns

eSigned

¹ This statement shall be signed by the individual agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions, if the registrant is an organization, except that the organization can, by power of attorney, authorize one or more individuals to execute this statement on its behalf.

KP

**PUBLIC
AFFAIRS**

February 15, 2016

Scott Parven
Akin Gump Strauss Hauer & Feld, LLP
1333 New Hampshire Ave, NW
Washington, DC 20036

RE: Provision of Public Affairs Services

Dear Scott:

We are pleased to propose in this letter an agreement for KP Public Affairs, (hereafter "KP"), to provide public affairs services related to foreign trade agreements. My colleagues and I look forward to working with you and your colleagues in connection with this matter. We believe that candid communication is essential and we welcome any suggestions you may have at any time as to how we might better be of service.

We will have a designated team of KP professionals to fulfill the duties and activities that are beneficial to your cause. We will be generally available for consultation during normal working hours, and ask that the appropriate representatives of Akin Gump be reasonably available to confer with us as needed.

1. Term. This agreement will be effective upon your execution on behalf of Akin Gump on the signature line at the end of this letter, to take effect upon February 15, 2016 and extend through March 31, 2016. If both parties agree that additional time is needed to complete the outreach scope of work, then the contract will be extended for a mutually agreed upon period of time. At the end of this contract, KP will work with Akin Gump to evaluate continuing public affairs needs and develop a plan for moving forward with continued services that may be warranted at that time.

2. Services. KP will provide the following services: provide message and materials development regarding issues related to foreign trade with Japan; conduct outreach to key audiences regarding the nature and benefits of foreign trade; increase public awareness and support regarding proposed international trade agreements. All of the foregoing services shall be rendered consistent with standards in the industry and to Akin Gump's reasonable satisfaction.

3. Fees. In consideration of the services to be provided by KP, Akin Gump will pay to KP \$45,000 for the term of the agreement. Past due amounts will bear interest at the rate of 10% per annum until paid.

4. Excessive Workload. Both parties acknowledge that the amount and degree of difficulty of the work for which KP is responsible hereunder is impossible to quantify in advance. It is therefore expressly understood that if KP notifies Akin Gump that extraordinary work burdens are being or will be encountered requiring commitment by KP of time and resources much greater than anticipated, KP and Akin Gump will diligently, in good faith, discuss the excessive work burdens and devise an amicable resolution that may include renegotiation of this agreement to better reflect the circumstances then known. Such renegotiation may result in an increase or decrease in the scope of the work assignment, or the fee to be paid for that work assignment.

5. Confidentiality. If a party to this agreement provides information or materials indicated to be confidential to the other party, the receiving party will maintain the confidentiality of such matters, and not disclose any such matters except in the proper performance of this agreement and with the concurrence of the other party.

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6. Conflicts of Interest. KP has reviewed its current client list and has concluded that there are no conflicts of interest with current clients and Akin Gump. KP is sensitive to issues posing a real or perceived conflict of interest. If a conflict is suspected or becomes apparent either to KP or to Akin Gump, the discovering party will immediately inform the other, and discussions will immediately ensue with the purpose of resolving the issue of conflict.

7. Termination. Akin Gump may terminate this agreement upon at least 30 days written notice to KP without cause, or immediately on written notice for cause. In the event of such termination fees and expenses accrued as of such termination date shall be immediately due and payable, but Akin Gump shall have no responsibility for any fees or expenses accruing after termination.

8. General Agreement Provisions. This agreement sets forth the entirety of the understanding between KP and Akin Gump. Any revisions or amendments hereto are effective only when confirmed by both parties in writing. Any contemplated notices must be in writing and properly mailed, faxed or emailed to the other party. In the event of any legal action related to this agreement, the prevailing party will be entitled to an award of its court costs and reasonable attorney's fees. This agreement is not assignable by either party without the consent of the other party. KP agrees not to delegate any of its obligations hereunder without prior consent. Each party agrees to provide the other party with such drafts, documents, legislation or other materials as may reasonably be thought to be necessary or advisable to facilitate the objectives of this agreement.

Please execute a copy of this agreement where appropriate and return one copy to us.
We look forward to working with you to accomplish your goals.

Sincerely,

Michael Burns

Michael Burns
for KP Public Affairs

Akin Gump hereby agrees to retain KP Public Affairs on the terms and conditions set forth in this letter.

Name

Title

Date